Darden, 5 Fla. 51, 81; *Hawthorn* v. *Ulrich*, 207 Ill. 430, 69 N. E. 885. The next step in the evolution of the subject in this country should be in line with the second English statute, for the doctrine of non-exclusive appointments introduces a mere technicality so long as it can be evaded by trivial gifts to the rest of the class. See 25 HARV. L. REV. 26.

PROXIMATE CAUSE — INTERVENING CAUSES — FORESEEABILITY: EFFECT OF VIOLATION OF STATUTE. — In an action for damages for negligent injuries, the plaintiff offered to prove that the defendant, in violation of a city ordinance prohibiting the sale of firearms to minors, sold a rifle and cartridges to a boy of fifteen, and that the boy accidentally shot the plaintiff with the rifle. *Held*, that a verdict was rightly directed for the defendant. *Hartnett* v. *Boston Store of Chicago*, 106 N. E. 837 (Ill.).

Upon common-law principles, the independent intervening act of a third person will not make a preceding cause remote if such act was foreseeable. *Lane* v. *Atlantic Works*, 111 Mass. 136; *Jennings* v. *Davis*, 187 Fed. 703, 711. This rule has been applied both to cases under statutes and, in their absence, to cases where foreseeable injury has resulted from firearms or explosives placed in the hands of third parties. *Dixon* v. *Bell*, 5 M. & S. 198; *Sullivan* v. *Creed*, [1904] 2 I. R. 317; *Carter* v. *Towne*, 98 Mass. 567; *Anderson* v. *Settergren*, 100 Minn. 294, 111 N. W. 279; *Binford* v. *Johnston*, 82 Ind. 426. The principal case reasoned that since no proof of the foreseeability of the boy's act was offered, the defendant was not the proximate cause of the injury. It is submitted that the correctness of the decision depends upon the construction of the ordinance involved. If the ordinance was passed to avert danger to other people from firearms in the hands of minors, then, the harm having resulted by the very means through which the legislative body apprehended it, the defendant should not be permitted to negative causation on the ground that harm through this means was not foreseeable in the particular case. See *Pizzo* v. *Wicman*, 149 Wis. 235, 134 N. W. 899; see 27 HARV. L. REV. 319 *et seq.* Under this view the plaintiff would be entitled to a verdict on the facts offered. If, however, the ordinance is, as it would in fact appear to be, solely for the purpose of preventing injury to minors from firearms in their own hands, then the result of the principal case is justifiable. Under a similar statute another jurisdiction has reached the same result as the principal case. *Poland* v. *Earhart*, 70 Ia. 285, 30 N. W. 637.

RESTRICTIONS AND RESTRICTIVE AGREEMENTS AS TO USE OF PROPERTY — AGREEMENT IN CONTRACT OF SALE TO ENTER INTO RESTRICTIVE COVENANT — ENFORCEMENT OF SUCH AN AGREEMENT AS AN EQUITABLE SERVITUDE. — The owner of adjoining tracts of land contracted to sell one to the plaintiff, who agreed to covenant in the conveyance not to make any use of the premises offensive to the vendor, his heirs and assigns, which would lessen the value of the adjoining land as residential property. The vendor then conveyed the adjoining land to a third party, and later completed the conveyance to the plaintiff, who convenanted as agreed. The plaintiff contracted to sell to the defendant, who refused to perform on learning of the restrictive covenant. *Held*, that the plaintiff is entitled to specific performance, since the restrictive covenant is not enforceable. *Millbourn* v. *Lyons*, [1914] 2 Ch. 231 (C. A.).

Equity will enforce a restrictive covenant, irrespective of whether or not it runs with the land at law, against assignees with notice who are not parties to the covenant, if there is a clear intention to bind the land, and not merely the parties to the covenant. *Tulk* v. *Moxhay*, 2 Phil. 774; *Whitney* v. *Union Ry. Co.*, 11 Gray (Mass.) 359. The agreement need not be in the form of a covenant — a mere oral agreement is enough. *Parker* v. *Nightingale*, 6 Allen